



ATHLETE AGREEMENT (2021 - 2022)

PLEASE PRINT CLEARLY

ATHLETE INFORMATION

Name: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

PARENT/GUARDIAN INFORMATION IF 18 YEARS OF AGE AND YOUNGER (as at September 1, 2021)

Parent/Guardian: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Your potential selection as a member of the Squash Canada High Performance Squad, and/or as a "carded" athlete receiving financial support through the Athlete Assistance Program (AAP) is conditional upon you entering into this Agreement and abiding by its terms.

This is a legally binding agreement between you and Squash Canada. If you do not understand the contents of this Agreement you may wish to consult with a lawyer. Please read this document carefully, as by signing this Agreement you are confirming that you have read and understood it and understand that it is a legally binding contract.

Please complete and sign the Agreement, and return within two weeks of receipt via mail, fax or email scan to:

Squash Canada
20 Jamie Avenue, 2nd Floor.
Ottawa, ON K2E 6T6
Email: dan.wolfenden@squash.ca

Once the Agreement has been signed by Squash Canada, a scanned copy will be returned to you for your records.



ATHLETE AGREEMENT

BETWEEN:

SQUASH CANADA

20 Jamie Drive, 2nd Floor
Nepean, Ontario, K2E 6T6

AND

NAME OF ATHLETE: _____

Address of Athlete: _____
(Hereinafter referred to as the "Athlete")

WHEREAS Squash Canada is recognized by the World Squash Federation and the Government of Canada as the sole governing body of the sport of squash in Canada;

AND WHEREAS Squash Canada organizes a National Team Program to prepare national squash teams to represent Squash Canada and Canada in squash competition throughout the world;

AND WHEREAS the Athlete may be selected to, and wishes to be an active participant, in Squash Canada's National Team Program;

AND WHEREAS Squash Canada and the Athlete recognize the need to clarify the relationship between them by establishing their respective rights and obligations;

AND WHEREAS the Government of Canada Athlete Assistance Program ("AAP") also requires that these rights and obligations be set out in a written agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

Definitions

1. In this Agreement, the following words will have the following meanings:
 - a) "AAP" means the Government of Canada Athlete Assistance Program;
 - b) "Agreement" means this written agreement;
 - c) "CCES" means Canadian Centre for Ethics in Sport, Canada's anti-doping authority;
 - d) "COC" means the Canadian Olympic Committee;
 - e) "Head Coach" means the national coach designated from time to time by Squash Canada;
 - f) "IOC" means the International Olympic Committee;
 - g) "National Team" means the High Performance and Transition Squads of Squash Canada; and
 - h) "WADA" means the World Anti-Doping Agency.

_____ Squash Canada _____ Athlete

OBLIGATIONS OF SQUASH CANADA:

2. **Squash Canada** will, for so long as this Agreement is in effect:

- a) Make available copies of all relevant policies pertaining to the National Team Program. This will be the official and primary source of information for all relevant policies pertaining to the National Team Program. On an unofficial basis, information will also be posted to the Squash Canada website, www.squash.ca;
- b) Invite, select, prepare and operate teams of Athletes, coaches and other necessary personnel to represent Canada in the sport of squash throughout the world, in accordance with the approved budget and policies of Squash Canada;
- c) Establish, publish and communicate criteria for the selection of Athletes to the National Team Program and to specific international event teams for which Squash Canada controls the entry. Criteria for selection to World Championships shall be published at least three (3) months in advance of such Championships, and criteria for selection to Major Games (Pan American Games and Commonwealth Games) shall be published at least eight (8) months in advance of such games;
- d) Recommend qualified athletes for financial support ("carding") under the Government of Canada Athlete Assistance Program ("AAP"), and thereafter assist each carded Athlete to receive the benefits to which he or she is entitled. Criteria for selection to the AAP shall be published at least ten (10) months in advance of the start of the AAP eligibility cycle;
- e) Make available to the Athlete coaching expertise and administrative support to the extent of and in accordance with the approved budget and policies of Squash Canada;
- f) Provide funding for the Athlete to participate in training camps, trials and World Squash Federation endorsed Championships to the extent of, and in accordance with, the approved budget and policies of Squash Canada;
- g) Assist the Athlete in obtaining quality medical care to the extent of and in accordance with the approved budget of Squash Canada;
- h) Respect the confidentiality of any medical information supplied by the Athlete to Squash Canada or to others as directed by Squash Canada by not supplying this information to outside parties without consent of the Athlete, unless required to do so by law, in a selection dispute or in accordance with Squash Canada's policies relating to doping;
- i) Provide team uniforms and official clothing for international competitions to the extent of and in accordance with the approved budget and policies of Squash Canada;
- j) Certify the Athlete's eligibility to compete in World Squash Federation events, providing the Athlete satisfies applicable eligibility criteria, is a member of good standing as outlined in this Agreement and is not in breach of any terms of this Agreement;
- k) Provide dispute resolution procedures, including an Appeals Policy, to handle disputes between the Athlete and Squash Canada pertaining to this Agreement;
- l) Establish policies regarding Athlete code of conduct, clothing, travel arrangements and vehicle usage, which may be amended and updated from time to time at the discretion of Squash Canada.
- m) Communicate with Athletes both orally and in writing in the language of their choice (French or English);

- n) Pursuant to paragraph 2.1 (b) of its By-laws, Squash Canada recognizes the Athletes named to the High Performance Squad as Members of the association, for which the membership dues are nil.

OBLIGATIONS OF THE ATHLETE:

3. The Athlete will:

- a) Maintain status as a member in good standing of their Provincial/Territorial Association and maintain status as a player/athlete in good standing with Squash Canada in accordance to the terms contained in this Agreement;
- b) Receive and read all information pertaining to the National Team Program, and event specific selection criteria; abide by all policies, rules and regulations of Squash Canada; and promptly pay all dues, levies and fees as approved and assessed by Squash Canada;
- c) Supply Squash Canada with biographical information as requested, including telephone, address and email, and keep Squash Canada updated on any changes to such information;
- d) Avoid living in an environment or undertaking in activities which are not conducive to high performance achievement or which pose significant risks to the Athlete's health or ability to train or compete, as determined by Squash Canada
- e) Identify performance objectives at the start of each competitive season in cooperation with the Squash Canada Director of Athlete Development;
- f) Develop a suitable Yearly Planning Instrument (YPI) in cooperation with the National Coach and/or Director of Athlete Development;
- g) Commit to the achievement of such performance objectives by:
- i. Attending all training camps as required;
 - ii. Participating in all training programs, competitive activities, evaluation activities and reporting procedures as required;
 - iii. Providing all required documents (medical records, classification card, birth certificate, passport, and health card, etc.);
 - iv. Participating in athlete monitoring and sport science tests as required;
 - v. Subject to fulfillment of coach prerequisites and approval by the Director of Athlete Development, designate and utilize the services of a Primary Coach, such role and responsibilities as defined by Squash Canada;
 - vi. Following a training program approved in conjunction with the Primary Coach, National Coach and/or the Director of Athlete Development;
 - vii. Maintaining regular contact with the Primary Coach, National Coach and/or the Director of Athlete Development;
 - viii. Completing and submitting training logs as required by the National Coach and/or Director of Athlete Development;
 - ix. Maintaining or improving fitness levels and ensure that competitive performance is maintained at a high standard appropriate for competition at the national and international level as determined by the National Coach and/or Director of Athlete Development;
 - x. Liaising with the National Coach and/or Director of Athlete Development as required;
 - xi. Paying any fees, dues, levies and fines as required;
 - xii. Obeying all rules, regulations and policies established by Squash Canada;

- h) Attend all national training camps, trials, development tours, world championships and any other designated competitive events for National Team Program athletes, as required by Squash Canada. For clarity, but not necessarily limited to, designated competitive events and training camps during the term of this agreement are outlined in Schedule 1;
- i) Play in a designated number of national and/or international competitions, including the Canadian Squash Championships, as stipulated in the applicable selection and/or squad criteria and as required by Squash Canada. For clarity, but not necessarily limited to, designated competitions during the term of this agreement are outlined in Schedule 1;
- j) Warrant that he or she is a Canadian citizen, or is otherwise eligible to compete for Canada according to Squash Canada and/or international regulations in effect from time to time. If the Athlete's eligibility status changes, the Athlete shall forthwith inform Squash Canada;
- k) Wear and/or use products as directed by Squash Canada while engaged in any National Team athletic or athletic-related activities including, but not limited to, travel, training, competition, competition-day warm-ups, opening and closing ceremonies, post-competition ceremonies, press conferences, photo sessions, promotional events and other public appearances, at all times and in the proper manner as directed by Squash Canada;
- l) Adhere to all sponsorship agreements negotiated by Squash Canada on behalf of the National Team Program, including, but not limited to, being available to sponsors for exhibitions and clinics for up to four days per year with expenses covered by Squash Canada;
- m) Follow and abide by all Squash Canada and World Squash Federation policies, rules and restrictions in place from time to time regarding commercial properties, endorsements, advertising and sponsorships;
- n) Participate in educational and non-commercial Squash Canada promotional activities, be available for media presentations and photo sessions, and/or participate in junior mentorship or summer Athlete Development Camps as a mentor/role model, up to three days per year with expenses covered by Squash Canada;
- o) As required by Squash Canada, complete safe sport related training, including but not limited to harassment, abuse and discrimination training, and concussion education.
- p) Participate in reasonable non-commercial promotional activities as may be requested by Sport Canada on behalf of the Government of Canada where the arrangements for such activities are made through Squash Canada and are not for more than the equivalent of two working days for any individual athlete unless compensation is arranged and agreed to by the Athlete;
- q) In the case of Junior Athletes, will appropriately wear eye guards, which are on Squash Canada's list of acceptable protective eyewear, in any Squash Canada sanctioned events and/or any on-court activities for which they receive funding from Squash Canada or activities in which they are members of a Canadian Team or Squad;
- r) At the earliest possible date, notify the National Coach, Director of Athlete Development and/or Executive Director in writing of any injury or other legitimate reason that might prevent the Athlete from fulfilling any obligations under this Agreement or prevents or limits the Athlete's training for more than two (2) consecutive days. In the event of injury or illness, the Athlete will supply Squash Canada with a certificate from a medical doctor describing the nature of the injury or illness within one week of the diagnosis. This clause is in addition to and does not exempt the Athlete from fulfilling the specific reporting requirements set out in the High Performance Squad Eligibility and Selection Policies, respectively, regarding exemptions due to injury, illness or exceptional circumstance;

- s) At the request of the National Coach, Director of Athlete Development and/or Squash Canada provide medical clearance from a physician to ensure that the Athlete is fit for competition prior to the team being selected and/or prior to the team traveling to an event;
- t) The Athlete understands that Squash Canada has adopted the 2021 Canadian Anti-Doping Program (CADP), as may be amended from time to time, which requires that the Athlete:
- i. Specifically agrees that as a member of the National Athlete Pool (NAP) in my sport he/she is subject to the CADP and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the CADP.
 - ii. Agrees that he/she have been educated regarding the anti-doping rules and violations contained in the CADP, including but not limited to those outlined in Schedule 2.
 - iii. Acknowledges that information, including personal information about me, can be shared between anti-doping organizations for anti-doping purposes and such information will be used only in a fashion that is fully consistent with the limitations and restrictions contained in the World Anti-Doping Agency's International Standard for the Protection of Privacy and Personal Information.
 - iv. With the understanding that any disclosure is for the sole purpose of assisting the CCES in enforcement of the CADP, consents to having police and law enforcement agencies, border services agencies, Sport Organizations of which he/she is a member and sporting clubs and athletic associations to which he/she belong, in Canada and elsewhere, disclose to the CCES information in their possession relating to him/her that is directly relevant to potential anti-doping rule violations contained in the CADP that may be asserted against me.
 - v. Avoid the use of banned substances and banned practices that contravene the CADP, and submit to announced and unannounced doping control testing, both during and outside of competition. The Athlete shall adhere to the CCES 'Whereabouts Program' requirements and timelines as required. A copy of Squash Canada's Anti-Doping Policy may be obtained through the National Office of Squash Canada and is published on www.squash.ca.
 - vi. Contact the CCES prior to taking any prescription or over-the-counter drugs to ensure the medication does not appear on the banned substance list.
 - vii. Participate, if asked by Squash Canada to do so, in any Doping Control/Education Program developed by Squash Canada in co-operation with Sport Canada and/or the CCES.
 - viii. Complete the CCES on line anti-doping courses *True Sport Clean 101* and *Sport Canada - Athlete Assistance Program* at the beginning of each new carding cycle and at times thereafter as required by Sport Canada or Squash Canada.
- u) In all international competitions and events, comply with the World Squash Federation's Code of Conduct, a copy of which may be obtained through the National Office of Squash Canada;
- v) At all times, agree to acquaint themselves with, and strictly abide by, the Squash Code of Conduct, Discipline and Complaints Policy, Appeal Policy and the various other policies, rules and regulations of Squash Canada, which may be amended and updated from time to time by Squash Canada, and are officially available through the National Office of Squash Canada and as posted to the Squash Canada website;

- w) Not publicly criticize, disparage, defame or bring into disrepute (including postings on blogs, websites and social media sites such as Twitter and Facebook) Squash Canada, and/or its programs, sponsors, clothing, equipment or personnel/volunteers. Valid concerns shall be brought forward through the normal Squash Canada channels directly or through the Athlete Representatives;
- x) In all Squash Canada activities, avoid behavior that brings Squash Canada or the game of squash into disrepute, including but not limited to the use of alcohol or cannabis by minors (or by persons prohibited from such use in international competition), abusive use of alcohol, cannabis and non-medical use of drugs;
- y) Abide by the laws of the applicable country while representing Squash Canada internationally;
- z) Avoid participating in competitions where the Government of Canada has determined that such participation is not permitted;
- aa) Refund to the Government of Canada any AAP assistance received by the Athlete, should the Athlete's eligibility status change or the Athlete's carded status be withdrawn, effective the date of the change or withdrawal, as the case may be;
- bb) Indemnify and hold harmless Squash Canada from any losses that Squash Canada may incur as a result of the Athlete's failure to satisfy any provision(s) of this Agreement. This indemnification shall survive termination of this Agreement;
- cc) Execute any further documents required by Squash Canada to give effect to the undertakings set out in this Agreement;
- dd) Follow Squash Canada's dispute resolution procedures, including procedures for independent arbitration, to handle disputes between the Athlete and Squash Canada pertaining to this Agreement;
- ee) Once selected to represent Canada, agree to participate in all events of the competition including but not limited to: Singles, Doubles, Mixed Doubles and Team Events as requested by the National Coach and/or the Director of Athlete Development. In addition, agree to attend opening and closing ceremonies of the event;
- ff) Agree to return equipment loaned to athletes at Major International Games including but not limited to: room keys and cell phones. In the event that the Athlete does not return the loaned equipment or if the equipment is lost, the Athlete agrees to reimburse replacement costs to Squash Canada;
- gg) Once Squash Canada has confirmed an Athlete's participation in a competition and made travel arrangements on behalf of the Athlete, and the Athlete requests to make further changes such as changes to flight itineraries (change fees or lost tickets) and/or requests to return home early at the conclusion of a competition, the Athlete agrees to pay any and all fees assessed to Squash Canada for such changes;
- hh) In the event that the Athlete is selected to represent Canada at a major international event / Games and the Athlete withdraws due to injury, illness or exceptional circumstance pursuant to the High Performance Squad Eligibility and Selection Policies, respectively, or this Agreement; the Athlete agrees to return all equipment received from the event to Squash Canada. This includes but is not limited to Canadian Olympic Committee and Commonwealth Games Canada team uniforms.
- ii) Actively participate in all AAP evaluation activities. Athletes will co-operate fully in any evaluation of the AAP that may be conducted by the Minister or anyone authorized to act on the Minister's behalf and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation.

Sponsorship and Commercial Activities

4. Squash Canada expressly recognizes the Athlete’s right to enter into personal sponsorship contracts, endorsements and business relationships subject always to the conditions and limitations set out below. The Athlete hereby:
- a) Consents to Squash Canada using, reproducing and distributing without charge, on a worldwide basis, in any format or media, the Athlete’s image, name, nickname, likeness or other identifiable attribute which can be linked to the Athlete (collectively referred to as “Athlete’s Attributes”) to promote Squash Canada’s and the National Team’s sponsorship, licensing, advertising, public relations, sanctioned and non-sanctioned events, youth programs and marketing programs (collectively referred to as the “Marketing Programs”). This consent will remain in effect for the duration of the Term and for a period of two years thereafter.
 - b) Consents to all licensee’s or sponsors of Squash Canada using, without charge, on a worldwide basis, in any format or media, the Athlete’s Attributes within the context of a Team Setting (Team is defined as three or more athletes) to promote their partnership with Squash Canada. Any use of Athlete’s Attributes must be prior approved by the Athlete. The Athlete’s approval will not be unreasonable withheld or delayed. Use of the Athlete’s Attributes will not imply a testimonial or endorsement of any product without first obtaining the Athlete’s authorization.
 - c) Agrees not to endorse or promote the products, goods or services of a sponsor, supplier or supporter of the Athlete (referred to as the Athlete's "Personal Sponsors") as an identifiable member of the National Team and when engaged in any activities of the National Team, including, but not limited to, training, practices, competition, competition-day warm-ups, opening and closing ceremonies, receiving awards, awards ceremonies and other applicable times when being identified as a member of the National Team.
 - d) Undertakes to not enter into any contract or sponsorship venture without first obtaining Squash Canada’s consent. This consent will be evidenced by the execution of a written agreement between the Athlete and Squash Canada. Squash Canada may not grant its consent if the proposed contract or venture conflicts, in the sole opinion of Squash Canada, with contracts that are, or may be, entered into by Squash Canada as part of Squash Canada Marketing Programs. The Athlete agrees not to execute the contract or sponsorship venture for a maximum of five (5) days from the date of communication to Squash Canada so the Athlete (or their agent) and Squash Canada may attempt to review the contract or sponsorship venture to insure the benefit of both parties.
 - e) Warrants that he/she has not granted and will not grant to any person or entity during the term of this Agreement an exclusive license to use the Athlete’s Attributes which would conflict with the Athlete’s responsibilities and obligations as described in this Agreement.
 - f) Upon execution of this Agreement, the Athlete will provide Squash Canada with a list of all current contracts, and will update this list upon the execution of any new contract.
 - g) Releases and saves harmless Squash Canada, and any sponsors of Squash Canada (collectively the “Indemnified Parties”), from any and all claims that the Athlete may have against the Indemnified Parties, now or in the future, arising from the use by Squash Canada of promotional material utilizing the Athlete’s Attributes.

RESOLUTION OF DISPUTES:**Conduct/Discipline/Breach of this Agreement**

5. A breach by the Athlete of Squash Canada’s Code of Conduct, any other applicable Squash Canada Policy and/or this Agreement will be dealt with using the provisions of Squash Canada’s Discipline and Complaints Policy.

_____ Squash Canada _____ Athlete

6. AAP related matters will be decided in accordance with Sport Canada’s applicable policies.

LIABILITY, INSURANCE AND INDEMNIFICATION:

7. The Athlete hereby:

- a) **Acknowledges that Squash Canada carries only limited insurance to protect Athletes in the event of death, injury, damage, loss of income, medical expenses or travel claims.** Squash Canada is not responsible for any medical costs, including extra billing charges, over and above the normal Provincial medical health plans. **The Athlete acknowledges that it is the sole responsibility of the Athlete to realistically evaluate his or her insurance requirements in light of the activities to be undertaken by the Athlete pursuant to this Agreement and to purchase, at the Athlete’s sole expense, all additional insurance coverage deemed necessary.**
- b) Acknowledges that selection to the High Performance Squad is conditional upon the Athlete, or in the case of an Athlete under the Age of Majority, the Parent or Guardian of an Athlete, duly signing a Release of Liability, Waiver of Claims and Indemnity Agreement included as Schedule 3 for the Athlete or Schedule 4 for the Parent or Guardian.

NOTICE:

8. Notice to Squash Canada and the Athlete may take the form of hand delivery, courier, mail, fax or e-mail.
9. Notice to either party shall take effect when:
 - a) Receipt is acknowledged in writing by the recipient, in the case of hand delivered notice;
 - b) Receipt is confirmed through courier records, in the case of couriered notice;
 - c) Five business days after the post-marked date of mailing, in the case of mailed notice;
 - d) One business day after the date the notice was sent, in the case of faxed or e-mailed notice.

TERM AND TERMINATION:

10. This Agreement will be effective on the 1st day of September, 2021 and will terminate on the 15th day of June, 2022, unless terminated earlier pursuant to this Agreement or a decision-making Panel appointed in accordance with Squash Canada policies.
11. Either Party may terminate this Agreement by giving 30 days written notice to the other Party.

ENTIRE AGREEMENT:

12. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, and there are no other warranties, agreements or representations between the parties except as expressly set forth herein.

INDEPENDENT LEGAL ADVICE:

13. The Athlete confirms that it has been recommended to the Athlete that the Athlete consult a lawyer and obtain independent legal advice prior to the execution of this legal agreement. The Athlete confirms to Squash Canada that the Athlete has obtained independent legal advice, or in the alternative, that the Athlete has voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

GENERAL:

14. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.

_____ Squash Canada _____ Athlete

15. If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement will nonetheless remain in force and effect.

ACKNOWLEDGEMENT:

16. The Athlete confirms that he/she has signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

17. This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their respective heirs, executors, administrators and permitted assigns.

SQUASH CANADA

ATHLETE

Per:

Per:

Date

Date

Witness

Witness

THIS SECTION MUST BE COMPLETED IF THE ATHLETE IS 18 YEARS OF AGE OR UNDER (as at 1 September)

PARENT/GUARDIAN INDEMNITY AGREEMENT

A parent or guardian's signature must accompany the Athlete's signature if the Athlete is under the age of 18 at the time of signing the Agreement. This signature is in addition to and not in place of the Athlete's signature on the Agreement.

I am the parent/guardian of _____, who was born on _____ and is therefore a minor at the time of signing the Athlete Agreement with Squash Canada.

I recognize that the Athlete derives benefits from signing this Agreement. I also recognize that the Athlete assumes obligations and I further recognize Squash Canada's desire and need to enforce these obligations.

In consideration of the benefits accruing to the Athlete, to me and to my family by reason of the Athlete and Squash Canada entering into the Athlete Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, I hereby agree to indemnify and hold harmless Squash Canada from and against any claims, losses, damages and expenses which it may suffer or incur as a result of the breach of any provision of this Agreement by the Athlete or as a result of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification shall survive termination of this Agreement.

_____ Squash Canada _____ Athlete

Parent/Guardian Name (please print)

Date

Parent/Guardian Signature

Witness

SCHEDULE 1

Designated National Team Training Camps and Competitions**Designated Training Camps**

All National High Performance Squad Athletes within the National Team

1. Due to COVID-19 no camp schedule is established at this time.

Designated National and/or International Competitions

All High Performance Squad Athletes within the National Team

1. Professional Squash Association events at a minimum of an average of 1 event per 6 week period during the term of this Agreement once deemed safe to return to a regular competition.
2. 2021 Men's World Team Championship, if so selected, scheduled for December 5-11, 2021, Kuala Lumpur, Malaysia, plus additional pre-Worlds staging camp as may be required.
3. 2022 Canadian Men's & Women's Team Championships, if held, and if so invited by the respective Provincial/Territorial Squash Association.
4. Canadian Squash Championships, October 6-10, 2021, or on re-scheduled dates if postponed, at the Yorkdale Shopping Centre in Toronto, ON.

SCHEDULE 2

Canadian Centre for Ethics in Sport (CCES) Educational Resources

Anti-Doping and Values-Based Sport Information:

- CCES website: www.cces.ca
- True Sport website: www.truesport.ca
- CCES E-Learning: contact the CCES for additional information
- CCES Advisory Notes and Media Releases: www.cces.ca/subscribe

Substance Information:

- Global DRO: www.globaldro.com
- Contacting the CCES: 1-800-672-7775 or substances@cces.ca

Therapeutic Use Exemptions (TUEs):

- CCES Medical Exemption Wizard: www.cces.ca/mewizard
- Contacting the CCES: 1-800-672-7775 or tue-aut@cces.ca

Report Doping:

- Report Doping Hotline: 1-800-710-CCES or www.cces.ca/reportdoping

Note: Various printed resources are available. Contact the CCES for more information (education@cces.ca or 1-800-672-7775).

SCHEDULE 3

SQUASH CANADA - RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(To be executed by Athletes who are the Age of Majority and older)

WARNING! Please read carefully! By signing this document you will waive certain legal rights – including the right to sue

Athlete's Name: _____ **Athlete's Date of Birth:** _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. Prior to participating, an individual who is the age of majority or older and who wants to participate in the sport of squash and the National Team Program activities, programs, classes and services provided by, and/or in the events sponsored or organized by Squash Canada, which may include but is not limited to: competitions, matches, tournaments, practices, training, personal or strength training, dry land training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs (collectively the "Activities") must acknowledge and agree to the terms outlined in this agreement.

Disclaimer

2. Squash Canada, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Athlete during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2

Description and Acknowledgement of Risks

3. I understand and acknowledge that
 - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life
 - b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming
 - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction
 - d) **(COVID-19)** The COVID-19 disease has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19

4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of the Activities, some of which are listed below. The risks, dangers and hazards include, but are not limited to:
 - a) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof

_____ Squash Canada _____ Athlete

- b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on the court or other surfaces; and travel to and from the premises
- c) Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within my own ability
- d) Contact: contact with racquets, balls, walls, other equipment, vehicles, or other persons; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury
- e) Advice: negligent advice regarding the Activities
- f) Ability: failing to act safely or within my own ability or within designated areas
- g) Sport: the sport of squash and its inherent risks, including but not limited to quick turns and stops; swinging the racquet; stepping on or tripping over a ball; and entering and exiting the court
- h) Cyber: privacy breaches; hacking; and technology malfunction or damage
- i) Conduct: my conduct and conduct of other persons including any physical altercation between participants
- j) Travel: travel to and from the Activities
- k) Negligence: my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE ORGANIZATION, which may increase the risk of damage, loss, personal injury or death

I have read and agree to be bound by paragraphs 3 and 4

Terms

5. In consideration of the Organization allowing me to participate in the Activities, I agree:
- a) That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select
 - b) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition
 - c) To comply with the rules and regulations for participation in the Activities
 - d) To comply with the rules of the facility or equipment
 - e) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately
 - f) The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way
 - g) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity
 - h) That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment
 - i) **(COVID-19)** That COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death

Release of Liability and Disclaimer

6. In consideration of the Organization allowing me to participate, I agree:
- a) That the sole responsibility for my safety remains with me
 - b) To ASSUME all risks arising out of, associated with or related to my participation
 - c) That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities
 - d) To WAIVE any and all claims that I may have now or in the future against the Organization
 - e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities
 - f) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs

- (including legal fees) (collectively, the “Claims”) which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization
- g) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization
- h) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities
- i) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities
- j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect

Jurisdiction

7. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the Province of Ontario and further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules.

I have read and agree to be bound by paragraphs 5 to 7

Acknowledgement

8. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

Name of Athlete (print):

Signature of Athlete:

Date:

SCHEDULE 4

SQUASH CANADA - INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT
(to be executed by parents/guardians of Participants who are younger than the Age of Majority)

WARNING! Please read carefully! By signing this document you will assume certain risks and responsibilities

Athlete's Name: _____ **Athlete's Date of Birth:** _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. Prior to participating, an individual who is younger than the age of majority and who wants to participate in the sport of squash and the National Team Program activities, programs, classes and services provided by, and/or in the events sponsored or organized by Squash Canada, which may include but is not limited to: competitions, matches, tournaments, practices, training, personal or strength training, dry land training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs (collectively the "Activities") must have their legal parent/guardian ("the Parties") acknowledge and agree to the terms outlined in this agreement.
2. The undersigned acknowledges and agrees that they are a parent/guardian of the Athlete and have full legal responsibility for the decisions of the Athlete.

Disclaimer

3. Squash Canada and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Athlete during, or as a result of, the Activities.

We have read and agree to be bound by paragraphs 1 to 3

Description and Acknowledgement of Risks

4. The Parties understand and acknowledge that:
 - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life
 - b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming
 - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Athlete's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction
 - d) **(COVID-19)** The COVID-19 disease has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Athlete will not become infected with COVID-19. Further, participating in the Activities could increase the Athlete's risk of contracting COVID-19
5. The Athlete is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The Parties understand that the Organization may fail to safeguard or protect the Athlete from the risks, dangers and hazards of the Activities, some of which are listed below. The risks, dangers and hazards include, but are not limited to:
 - a) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching;

_____ Squash Canada _____ Athlete

- dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof
- b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on the court or other surfaces; extreme weather conditions; and travel to and from the premises
 - c) Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within the Athlete's own ability
 - d) Contact: contact with racquets, balls, walls, other equipment, vehicles, or other persons; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury
 - e) Advice: negligent advice regarding the Activities
 - f) Ability: failing to act safely or within the Athlete's own ability or within designated areas
 - g) Sport: the sport of squash and its inherent risks, including but not limited to quick turns and stops; swinging the racquet; stepping on or tripping over a ball; and entering and exiting the court
 - Cyber: privacy breaches; hacking; and technology malfunction or damage
 - h) Conduct: the Athlete's conduct and conduct of other persons including any physical altercation between participants
 - i) Travel: travel to and from the Activities
 - j) Negligence: the Athlete's negligence, the Parties' negligence, and/or the negligence of other persons, including NEGLIGENCE ON THE PART OF THE ORGANIZATION, which may increase the risk of damage, loss, personal injury or death

We have read and agree to be bound by paragraphs 4 and 5

Terms

6. In consideration of the Organization allowing the Athlete to participate in the Activities, the Parties agree:
- a) That when the Athlete practices or trains in their own space, the Parties are responsible for the Athlete's surroundings and the location and equipment that is selected for the Athlete
 - b) That the Athlete's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Athlete's mental and physical condition
 - c) To comply with the rules and regulations for participation in the Activities
 - d) To comply with the rules of the facility or equipment
 - e) That if the Athlete observes an unusual significant hazard or risk, the Athlete will remove themselves from participation and bring their observations to a representative of the Organization immediately
 - f) The risks associated with the Activities are increased when the Athlete is impaired and the Athlete will not participate if impaired in any way;
 - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Athlete. By the Athlete commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity
 - h) That they are responsible for the choice of the Athlete's safety or protective equipment and the secure fitting of that equipment
 - i) **(COVID-19)** That COVID-19 is contagious in nature and the Athlete may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death
7. In consideration of the Organization allowing the Athlete to participate, the Parties agree:
- a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities
 - b) That the Organization is not responsible or liable for any damage to the Athlete's vehicle, property, or

equipment that may occur as a result of the Activities

- c) That this Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect

Jurisdiction

- 8. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of Ontario and they further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules.

We have read and agree to be bound by paragraphs 7 and 8

Acknowledgement

- 9. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Athlete

Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date